

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
No. 16-cv-3464 (WMW/BRT)**

United States of America,

Plaintiff,

and

**SETTLEMENT AGREEMENT**

Jane Poeschel,

Plaintiff/Intervenor,

vs.

Garden Grove, LLC,  
Oak Grove Capital, Inc. d/b/a/  
Oak Grove Realty Services, Inc.,

Defendants.

**I. INTRODUCTION**

1. This Settlement Agreement (“Agreement”) is made and entered between Plaintiff, the United States of America (“the United States”), Plaintiff-Intervenor Jane Poeschel (“Ms. Poeschel”), and Defendants Garden Grove, LLC and Oak Grove Capital, Inc. d/b/a/ Oak Grove Realty Services, Inc. (“Defendants”), through undersigned counsel. Together, the United States, Ms. Poeschel, and Defendants are referred to herein as the “Parties.”

2. This Agreement resolves a Complaint filed by the United States on October 13, 2016, to enforce the provisions of Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 to 3631, Civil No. 16-cv-3464 (WMW/BRT) (hereinafter, the “Civil Action”).

3. In its Complaint, the United States alleges that Defendants denied Ms. Poeschel the reasonable accommodation of an assistance animal and discriminated and retaliated against her in violation of the Fair Housing Act. Defendants denied the allegations and allege that they did not

deny her request for an accommodation of an assistance animal.

## **II. RECITALS**

4. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345. Venue is proper in this District under 28 U.S.C. § 1391(b) because the events or omissions giving rise to the United States' claims occurred in the District of Minnesota, and Defendant resides and/or does business in this District.

5. The Parties agree that, to avoid costly and protracted litigation, the claims against Defendants should be resolved without further proceedings or a trial. This Agreement resolves the United States' and the Intervenor's claims against the Defendants.

6. This Agreement is neither an admission of liability by Defendants nor a concession by the United States or Intervenor that their claims are not well founded.

## **III. STATEMENT OF CONSIDERATION**

7. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal with prejudice of the lawsuit entitled *United States, et al. v. Garden Grove, LLC, et al.*, No. 16-cv-3464 (WMW/BRT), as set forth in Section VII, Paragraph 30. Now, therefore, in consideration of the promises set forth below, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

## **IV. TERMS AND CONDITIONS**

### **A. MONETARY DAMAGES TO AGGRIEVED PERSON**

8. No later than 30 days after the date of execution of this Agreement, Defendants shall pay the sum of thirty thousand dollars (\$30,000), which includes monetary damages and any attorneys' fees, to Ms. Poeschel by delivering to counsel for Ms. Poeschel one check payable to Southern Minnesota Regional Legal Services (SMRLS) in the amount of \$30,000.

9. As a prerequisite to receiving such payment, Ms. Poeschel shall execute a release of all claims, legal or equitable, that she may have against Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment A. Counsel for Ms. Poeschel shall deliver the original release form to counsel for Defendants.

**B. COMPLIANCE WITH THE FAIR HOUSING ACT**

10. As part of this Agreement, Defendants, their officers, agents, employees, and all other persons or entities in active concert or participation with them, , agree to comply with the following provisions of the Fair Housing Act, with respect to the rental of dwellings owned or managed by them to persons with disabilities: 42 U.S.C. § 3604(f)(1)(A); 42 U.S.C. § 3604(f)(2)(A); 42 U.S.C. § 3604(f)(3)(B); and 42 U.S.C. § 3617.

**C. POLICY CONCERNING REQUESTS FOR ASSISTANCE ANIMALS**

11. No later than thirty (30) days after the date of execution of this Agreement, Defendants shall make changes to their reasonable accommodation policy, accommodation request form, and staff instructions (“the Amended Policy”) as set forth in Attachments B-E for implementation at dwellings owned or managed by Oak Grove Realty Services, Inc.

12. The Amended Policy, once adopted, shall supersede all existing policies, procedures, and resolutions concerning or affecting approval of reasonable accommodations at dwellings owned or managed by Oak Grove Realty Services, Inc., including but not limited to approval of assistance animals at Garden Grove Apartments.

13. Within forty-five (45) days after the date of execution of this Agreement, Defendants shall notify each resident of dwellings owned or managed by Oak Grove Realty Services of the adoption and implementation of the Amended Policy, by providing a copy of Attachments B and E to each resident via Defendants’ RentCafe/Yardi system.

14. Within thirty (30) days after the date of execution of this Agreement, Defendants shall post and prominently display in each and every location where activity related to the management or rental of Oak Grove Realty Services' dwellings occurs, a poster no smaller than 11 inches by 14 inches that indicates that all dwellings are available for rent on a nondiscriminatory basis. The poster shall comply with the requirements set out in 24 C.F.R. Part 110.

15. No later than thirty (30) days after adoption of the Amended Policy, Defendants shall apprise each of their employees, agents, and any other persons responsible for the rental of units at a dwelling owned or managed by Oak Grove Realty Services, Inc. of each person's obligations under the Amended Policy by furnishing each such employee, agent, or other person with a copy of Attachments B-E. Each employee, agent or other person covered by this paragraph shall sign a statement in the form of Attachment F acknowledging that he or she has received, read and understands the his or her obligations under the Amended Policy, and declaring that he or she will perform his or her duties in accordance with the Amended Policy and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

16. During the term of this Agreement, new employees, or agents who have responsibility related to the management of or rental of units at dwellings owned or managed by Oak Grove Realty Services, Inc., shall be (a) apprised of the Amended Policy, and of their obligations under the Fair Housing Act, 42 U.S.C. §§ 3601-3631, when their term, employment, or agency commences; (b) provided copies of the Attachments B-E, and (c) execute the statement contained in Attachment F no later than five (5) days following their first day of employment.

**D. MANDATORY EDUCATION AND TRAINING**

17. On or before December 1, 2017, Defendants and their employees, agents, and members who have responsibility related to the management of or rental of units at dwellings owned or managed by Oak Grove Realty Services, Inc., shall attend, at the Defendants' expense,

fair housing training. The training shall be conducted by a qualified third party, approved by the United States, and unconnected to Defendants, their employees, agents, or counsel.

18. Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificate shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course and/or time within which the course was completed and send certificates of attendance by mail or email to Pamela Marentette, Assistant U.S. Attorney, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415, [pamela.marentette@usdoj.gov](mailto:pamela.marentette@usdoj.gov).

**E. NONDISCRIMINATION POLICIES**

19. Throughout the term of this Agreement, Defendants shall ensure that any new advertising for rental units in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase “Equal Housing Opportunity Provider,” and/or the following sentences:

We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability.

The words or logo should be prominently placed and easily legible.

**F. REPORTING AND RECORD-KEEPING**

20. During the term of this Agreement, Defendants shall notify and provide documentation to the United States of the following events within twenty-one (21) days of their occurrence:

- a. The training attended pursuant to Paragraph 17, including the certification required in Paragraph 18;

- b. Any change to any Defendants' rules or practices affecting the keeping of assistance animals at the property;
- c. Any denial by any Defendant of a request by a tenant or prospective tenant to keep an assistance animal, including the resident's name, address, and telephone number, and the details of the request and the reason(s) for its denial;
- d. Any conditions proposed or imposed by any Defendant on a tenant or prospective tenant who keeps or requests to keep an assistance animal, including the resident's name, address, and telephone number, and the details of the request and the reason(s) for any proposed conditions; and
- e. Any written complaint alleging disability discrimination in housing received by any Defendant, including a copy of the written complaint itself and the name, address, and telephone number of the complainant. Defendants shall also promptly provide the United States with information concerning resolution of the complaint.

Notice under this paragraph shall be provided by email or U.S. Mail to: Pamela Marentette (or Civil Rights Coordinator), United States Attorney's Office, 600 U.S. Courthouse, 300 South Fourth Street, Minneapolis, MN 55415, [pamela.marentette@usdoj.gov](mailto:pamela.marentette@usdoj.gov).

21. During the term of this Agreement, Defendants shall preserve all records relating to their obligations under this Agreement. Representatives of the United States shall be permitted, upon providing reasonable notice to Defendants and their attorneys of record, to inspect and copy at reasonable times any and all records related to Defendants' obligations under this Agreement.

## V. IMPLEMENTATION AND ENFORCEMENT

22. The United States may review compliance with this Agreement during the term that this Agreement is in effect, as defined in Paragraph 29. Defendants agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Defendants shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

23. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Defendants to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify Defendants and their attorney of record in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Defendants shall have twenty-one (21) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

24. If the Parties are unable to reach a resolution within twenty-one (21) days, the Parties agree that the United States may move to restore the present Civil Action to the active docket of this Court for purposes of resolution of any such claim of breach. In the event of such a claim of breach as made by the United States, Defendants consent to and agree not to contest the Government's motion to restore the present Action to the Court's active docket without waiving any defenses to the alleged breach, and consent to and agree not to contest the exercise of personal jurisdiction over Defendants by this Court.

25. In the event the United States reinstates the Action as contemplated by paragraph 27, above, to remedy breach of this Agreement, the United States may seek the following: 1) an

order mandating specific performance of any term or provision in this Settlement Agreement, without regard to whether monetary relief would be adequate; 2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Settlement Agreement; and 3) any additional relief that may be authorized by law or equity. If the Action is reinstated, Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

26. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

#### **VI. TERMINATION OF LITIGATION HOLD**

27. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

#### **VII. DURATION, EXECUTION, AND OTHER TERMS**

28. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together



shall be considered an original but all of which shall constitute one Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

29. The duration of this Agreement shall be for a period of no more than three years from the date of execution of this agreement. The duration of this Agreement may terminate after a period of two years from the date of execution at the sole discretion of the Department of Justice. Upon request by Defendants, a representative of the Department of Justice will provide notice to Defendants and their attorney of record by letter of the government's decision to terminate or continue the period of this Agreement on or around the date that is two years from the date of execution of this agreement.

30. Upon Defendants' completion of performance of the obligations set forth in paragraph 8, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with Prejudice of the Civil Action pursuant to Rule 41(a)(1).

31. Each party shall bear its own attorneys' fees, costs, and disbursements in connection with this litigation including the preparation, performance and execution of this agreement.

32. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

33. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding. This Agreement may not be amended except by written consent of all of the Parties.

34. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

35. This Agreement is binding on the Parties and their transferees, heirs, and assigns.

36. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

37. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

38. This Agreement is a public document, but will not be filed with the Court. All Parties consent to the United States' and Intervenor's disclosure of this Agreement, and information about this Agreement, to the public.

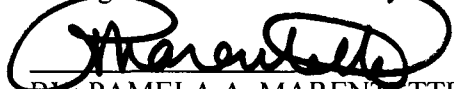
39. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

40. This Agreement may be executed in counterparts as if executed by the parties on the same document.

*[Signatures next page]*

ON BEHALF OF THE UNITED STATES OF AMERICA:

GREGORY G. BROOKER  
Acting United States Attorney



BY: PAMELA A. MARENTETTE  
Assistant U.S. Attorney  
Attorney ID Number 0389725  
600 United States Courthouse  
300 South Fourth Street  
Minneapolis, MN 55415  
Phone: 612-664-5600  
Email: pamelamarentette@usdoj.gov

Dated: Aug. 25, 2017

ON BEHALF OF ALL DEFENDANTS:

\_\_\_\_\_  
Name: Liz Bronk  
Title: Chief Operating Officer  
Oak Grove Realty Services and signs  
On behalf of all named Defendants

Dated: \_\_\_\_\_

\_\_\_\_\_  
Douglass E. Turner (#0279948)  
Christopher T. Kalla (#0325818)  
33 South 6th Street, Suite 4160  
Minneapolis, MN 55402  
Telephone: (612) 340-9855  
Turner@hnclaw.com  
Kalla@hnclaw.com

Dated: \_\_\_\_\_

*[Signatures continue next page]*


ON BEHALF OF THE UNITED STATES OF AMERICA:

GREGORY G. BROOKER  
Acting United States Attorney

Dated: \_\_\_\_\_

\_\_\_\_\_  
BY: PAMELA A. MARENTETTE  
Assistant U.S. Attorney  
Attorney ID Number 0389725  
600 United States Courthouse  
300 South Fourth Street  
Minneapolis, MN 55415  
Phone: 612-664-5600  
Email: pamelamarentette@usdoj.gov

ON BEHALF OF ALL DEFENDANTS:

  
\_\_\_\_\_  
Name: Liz Bronk  
Title: Chief Operating Officer  
Oak Grove Realty Services and signs  
On behalf of all named Defendants

Dated: 9.11.2017

Douglass E. Turner  
\_\_\_\_\_  
Douglass E. Turner (#0279948)  
Christopher T. Kalla (#0325818)  
33 South 6th Street, Suite 4160  
Minneapolis, MN 55402  
Telephone: (612) 340-9855  
Turner@hnclaw.com  
Kalla@hnclaw.com

Dated: 9.11.2017

*[Signatures continue next page]*

**PLAINTIFF-INTERVENOR:**

  
\_\_\_\_\_  
Jane Poeschel

Dated: Sept 8, 2017

**ON BEHALF OF PLAINTIFF-INTERVENOR JANE POESCHEL:**

\_\_\_\_\_  
Lisa Hollingsworth  
Laura Jelinek  
55 East 5th Street, #400  
St. Paul, MN 55101  
Phone: (651) 222-5863  
Facsimile: (651) 297-6457  
laura.jelinek@smrls.org

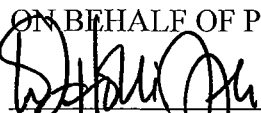
Dated: \_\_\_\_\_

PLAINTIFF-INTERVENOR:

\_\_\_\_\_  
Jane Poeschel

Dated: \_\_\_\_\_

ON BEHALF OF PLAINTIFF-INTERVENOR JANE POESCHEL:

  
\_\_\_\_\_  
Lisa Hollingsworth

Laura Jelinek

55 East 5th Street, #400

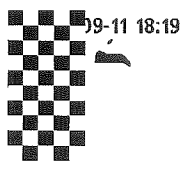
St. Paul, MN 55101

Phone: (651) 222-5863

Facsimile: (651) 297-6457

[laura.jelinek@smrls.org](mailto:laura.jelinek@smrls.org)

Dated: 9/12/17



**ATTACHMENT A**  
**Release**

In consideration of the Settlement Agreement entered in *United States of America v. Garden Grove, LLC, Oak Grove Capital, Inc. d/b/a/ Oak Grove Realty Services, Inc.*, Civ. No. 16-cv-3464 (WMW/BRT) (D. Minn.) and the payment of \$30,000 to me pursuant to that Agreement, I, Jane Poeschel, hereby release, remise and forever discharge Defendants named in this action (Civil Action No. 16-cv-3464 (WMW/BRT) (D. Minn.)) their successors and assigns, and any person known or unknown, including but not limited to Defendants' respective agents, members, governors, representatives, shareholders, employees, owners, officers, insurers, attorneys, and any related companies, members, officers, owners and directors from any and all liability for any claims, demands, actions, damages indebtedness whatsoever, legal or equitable, I may have against them arising out of the issues and facts alleged in this action as of the date I sign this Release. I fully acknowledge and agree that this Release shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understood this release and have executed it voluntarily and with full knowledge of its legal consequences.

Dated:

*Sept 8, 2017*

*Jane Poeschel*  
\_\_\_\_\_  
Jane Poeschel

## ATTACHMENT B

### OAK GROVE REALTY SERVICES REASONABLE ACCOMODATION POLICY

Any resident or qualified applicant with a disability (or someone with authority to act on their behalf) may make a request, orally or in writing, for a reasonable accommodation from Oak Grove Realty Services.

A reasonable accommodation is a change in or waiver of a rule, policy, or practice to provide someone with a disability an equal opportunity to use and enjoy the property. Common examples of accommodations include designated "handicap" parking spaces, and keeping an assistance animal in accordance with the Assistance Animal Policy.

An individual is disabled under the law if he or she has a physical or mental impairment<sup>1</sup> that significantly limits one or more major life activities<sup>2</sup>, is regarded as having such an impairment, or has a record of such an impairment.

Sometimes it is obvious that someone has a disability and that a requested accommodation is necessary - for example, someone who is blind and needs a guide dog, or, someone who uses a wheelchair and needs grab bars installed in a bathroom. In such instances, verification of the need for the accommodation is not required.

Other times things are not so obvious. In these situations, Oak Grove Realty Services may request documentation of the existence of a disability, or of the need for an accommodation. Individuals need not disclose the specific nature of their disability so long as a disability-related need for the accommodation can be established. Verification of disability, or of the need for an accommodation, may come from one or more sources such as a doctor or other health or social service professional.<sup>3</sup>

Oak Grove Realty Service has a Reasonable Accommodation Request Verification form (the form) that is used when it is not obvious that the individual has a disability or disability-related need for the accommodation. This form can be completed by the individual's health or social service professional. Oak Grove Realty Services believes the form to be helpful in verifying the need for an accommodation, and encourages its use, but it is not required so long as reliable supporting documentation is provided. Oak Grove Realty Services will evaluate the requested accommodation regardless of whether the resident completes the written form, but the resident must cooperate in providing all information necessary to verify the request. Please contact the Property Manager for the Oak Grove property where you live to pursue an accommodation/modification request.

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<sup>1</sup> The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV/AIDS, mental retardation, emotional illness, drug addiction, (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201(a)(1)-(2).

<sup>2</sup> The term "major life activities" means those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning and speaking.

<sup>3</sup> "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.



If the resident requires assistance in completing the form, Oak Grove Realty Services will fill out the form based on an oral request. Oak Grove Realty Services is using the form to record reasonable accommodation requests so that it can obtain only the information necessary to make a reasonable accommodation decision and not obtain confidential or unrelated information that it does not need to make a reasonable accommodation decision.

Oak Grove Realty Services makes decisions on reasonable accommodation requests on a case-by-case basis. Oak Grove may deny a request for a reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. In addition, a request for a reasonable accommodation may be denied if it is unreasonable, meaning it would impose an undue financial or administrative burden on Oak Grove, or it would fundamentally alter the nature of our operations. If Oak Grove refuses the requested accommodation because it is not reasonable, we will discuss with the requester whether there is an alternative accommodation that would effectively address his or her disability-related needs.

Oak Grove Realty Services will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with these requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

Once Oak Grove Realty Services receives the request for a reasonable accommodation and, if applicable, additional verifying information, it will provide a response within 14 business days. If a request is denied, an explanation for the denial will be included in the written notification of denial.

If a resident with a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 Seventh Street, SW  
Washington, DC 20410  
(800) 669-9777  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint)

United States Attorney's Office-District of Minnesota  
Attn: Civil Rights Coordinator-Fair Housing  
600 U.S. Courthouse  
300 South Fourth Street  
Minneapolis, MN 55415  
(612) 664-5600

**ATTACHMENT C**

**REASONABLE ACCOMMODATION/MODIFICATION REQUEST VERIFICATION**

**Date** \_\_\_\_\_

**To** \_\_\_\_\_  
\_\_\_\_\_

**From** \_\_\_\_\_  
\_\_\_\_\_

**RE: REQUEST FOR REASONABLE ACCOMMODATION/MODIFICATION**

**RESIDENT'S NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**The resident named above has applied for an apartment or is living in our community. The resident has requested the following accommodation/modification:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Under state and federal laws, individuals with disabilities may request reasonable accommodations from housing providers and we must consider the request. Reasonable accommodations in rules, policies, practices, and services must be allowed to give persons with disabilities an equal opportunity to use and enjoy housing, provided such accommodation does not impose an undue hardship or requests a change in the fundamental nature of our business. Tenants with disabilities must be allowed to make reasonable modifications to their apartments and common areas at their own expense subject to appropriate construction and restoration considerations.

In circumstances where an individual's disability or disability-related need for an accommodation is not obvious, it is our policy to verify that the individual qualifies as disabled, as that term is defined by law, and requires the accommodation in order to have an equal opportunity to use and enjoy the apartment community.

We would appreciate your cooperation in answering the questions on this form and returning it to the owner listed above. Enclosed is a stamped, self-addressed envelope for this purpose. The resident has consented to this release of information, as shown on the last page.

**TO BE COMPLETED BY A PHYSICIAN, PSYCHIATRIST, OR OTHER HEALTH OR SOCIAL SERVICE PROFESSIONAL:**

**INFORMATION REQUESTED**

1. Is the resident a person with a disability, as defined on the next page?

Yes       No

2. In your professional opinion, would the requested accommodation or modification allow the resident to have an equal opportunity to use and enjoy housing or alleviate one or more symptoms or effects of the individual's disability?

Yes       No

If so, please explain how:

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3. Would you or someone from your practice/organization be willing to discuss this matter with us if additional information or clarification is necessary to understand the disability-related need for the requested accommodation?

Yes       No

NAME AND TITLE NAME OF PERSON SUPPLYING INFORMATION: \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FIRM/ORGANIZATION \_\_\_\_\_

**I certify that the information provided above is true and correct to the best of my knowledge.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **DEFINITION OF DISABILITY**

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

Physical or mental impairment includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201(a)(1)-(2).

Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

**RESIDENT RELEASE**

TO THE RESIDENT:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE OWNER OR THE HEALTH CARE PROVIDER IS LEFT BLANK.

RELEASE: The person named and signing below is an applicant or resident, or is the adult guardian of a minor child household member of an applicant/resident at the above rental housing community requesting the information on this form. By my signature below, you are authorized to provide the information requested on this form about me, or about the minor child, and to answer any follow-up questions related to the requested accommodation or modification.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

If information is requested for a minor, print minor's name below.

\_\_\_\_\_

## ATTACHMENT D

### INSTRUCTIONS FOR MANAGEMENT COMPANY'S USE AND COMPLETION OF REASONABLE ACCOMMODATION/MODIFICATION REQUEST VERIFICATION FORMS

1. This form is used to VERIFY that a person requesting an accommodation/modification has a disability as that term is defined by law and to obtain information from a reliable third party (generally a health or social service professional<sup>4</sup>) that the requested accommodation is NECESSARY to provide applicant/resident with equal use and opportunity to enjoy housing or to alleviate one or more symptoms or effects of the applicant's disability..

We encourage the use of this form whenever it is not obvious that the person has a legal disability and that the requested accommodation is necessary. For example, we would not use the form for a blind applicant with a seeing-eye dog. The existence of the disability and the necessity of the dog to help the person would be obvious. Likewise, we would not require a person in a wheelchair to fill out this form if the person was requesting a modification in our parking rules.

However, you must give consideration to a reasonable accommodation request EVEN IF the person making the request refuses to use the verification form, or makes the request orally. You may not refuse to consider the request for these reasons.

2. NEVER ask an applicant "What's wrong with you?" "What's your disability?" You MAY ask if a person is making a request for an accommodation in the property's rules, policies, services and procedures to provide accommodation for a disability or is asking to make a reasonable modification in the structure to provide accommodation for a disability.

#### **Use of the Form**

In most cases it is recommended that you fill-out all of the blanks of the form. The only portion of the form filled out by the applicant/resident is the Resident Release on the last page. MANAGEMENT HANDLES THE MAILING OF THE FORM TO THE HEALTH OR SOCIAL SERVICE PROFESSIONAL ALONG WITH A SELF-ADDRESSED STAMPED ENVELOPE. The envelope has our return address so we can make sure that the form comes from a genuine third party, health care provider.

#### **Complete the Form as Follows**

1. Obtain the name and address of the health or social service professional and put this on the top lines of the form.
2. Ask the resident to sign the release on the last page. If the information is requested for a minor, complete that line of the form.
3. Fill out the name and address of the management company and the same address as on the self-addressed stamped envelope on the front page in the lines marked "From."
4. Print clearly the applicant or resident's name on the first page of the form. If the accommodation is requested for a minor, name of child.
5. Add the applicant/resident's current address.

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<sup>4</sup> "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

6. Describe the specific accommodation/modification requested and any rules or changes in our policies that applicant/resident is requesting be modified.
7. When Oak Grove seeks verification of a tenant's disability and the need for a reasonable accommodation, Oak Grove will not:
  - i. Request whether a health or social service professional would be willing to testify in a court proceeding regarding the request for accommodation;
  - ii. Require the health or social service professional to provide a curriculum vitae;
  - iii. Require an in-person interview with the health or social service professional.

Here are some sample descriptions of common requests:

The apartment community has a "no pets" rule. The applicant has requested that he/she be allowed to have a dog.

Our apartment lease requires that all persons who live or regularly stay at the unit be added to the lease. The resident has requested that we permit a personal care attendant to stay at the unit without being asked to sign the lease.

Our lease states that notices to residents can be given by delivery notice to the apartment. The resident has requested that any notice to be given to the resident be sent by an email.

Here are some examples of less common requests where clarification might be needed to understand the disability-related need for the accommodation or modification. Each example is followed by appropriately-worded requests for additional information or clarification from the applicant, health care provider, or other appropriate third party. You may request additional information when the information provided by the applicant or third party is insufficient to determine whether the requested accommodation will alleviate one or more symptoms or effects of the applicant's disability.:

1)The lease and Minnesota law gives landlords a right to enter tenants' apartments. The tenant is insisting that she has a disability where management can only enter the unit with two weeks' advance notice and by an appointment for a specific time. Here is a way management can clarify the request:

Our lease gives management a right to enter a resident's unit for emergencies, regular repairs, maintenance, inspection, cooperation with inspections required by the government, funding agencies and lenders. The resident is requesting that inspections only take place with two week advance notice and by appointment.

Please explain why advance notice beyond two business days advance notice might be required as a disability-related accommodation.

2)The apartment community has a no-pets rule. The applicant is requesting that he/she be allowed to have three animals as "companion" animals. Here is a way management can clarify the request:

Our apartment community has a "no-pets" rule. The applicant has requested that she receive a reasonable accommodation to have three separate animals as "service" or "companion"

animals. Please explain what disability related need will be served by each animal. What additional or separate disability, or disability related need, will be served by a second or third animal?

3)The apartment community pet rules require that pets be housebroken and spayed or neutered before the resident brings the pet to live in the apartment. The applicant requests to have a puppy or kitten as an assistance animal. Here is a way management can clarify the request:

Our apartment community has a policy that animals must be housebroken and spayed or neutered. Is the puppy/kitten you are requesting currently housebroken/litter trained and spayed/neutered?

If not, when will the puppy/kitten be housebroken/litter trained? Do you have a plan for training the animal to be housebroken? Do you have a plan for preventing or addressing messes before there is damage to the unit? When will the puppy/kitten be spayed/neutered? Please provide confirmation after the animal has been spayed or neutered.

Please explain what disability related need will be served by a having this puppy/kitten as an assistance animal.

4)The applicant requests that he/she be allowed to have an older assistance animal that is not spayed or neutered. Here is a way management can clarify the request:

Our apartment community has a policy that animals must be spayed or neutered. Please explain the disability related need for the specific assistance animal you are requesting. Please provide written documentation from the animal's veterinarian that certifies it cannot be spayed or neutered for health reasons.

If you have doubts about how to complete the form before it is mailed to the health or social service professional, or whether or how to clarify an applicant's request, obtain input from a supervisor.

If this is a common accommodation request, where management has in place rules and policies that relate to the accommodation, such as any rules or policies relating to animal ownership, these rules and policies can be given to the applicant/resident. Keep in mind that charges for pet rent or security deposits may not be charged for assistance animals. But an applicant/resident that does not already own an assistance animal should be reminded that an animal should not be obtained until the accommodation request is approved. Once Oak Grove receives the request for a reasonable accommodation and, if applicable, additional verifying information, it will provide a response within fourteen days. If a request is denied, an explanation for the denial will be included in the written notification of denial.

Make a copy of the form when completed and mail it, along with a self-addressed stamped envelope to the health care provider. Note in the applicant/resident file the date of mailing.



## ATTACHMENT E

### OAK GROVE REALTY SERVICES ASSISTANCE ANIMAL POLICY

Assistance animals, also known as "service animals," "support animals," or "therapy animals," are animals that afford a person with a disability an equal opportunity to use and enjoy housing.

Assistance animals perform tasks or otherwise aid persons with disabilities. Common examples of assistance animals include guide dogs that aid persons who are legally blind, and cats, dogs, birds, or other animals that provide emotional support to persons with psychological or developmental disabilities. There must be a relationship between an individual's disability and the assistance the animal provides.

Assistance animals are not considered pets under the law. Someone with a disability may be entitled to keep an assistance animal as a reasonable accommodation in buildings that otherwise impose restrictions or prohibitions on pets.

Oak Grove will not require:

- i. That the assistance animal have any special training or certification;
- ii. That the assistance animal be subject to an automatic breed or age restriction, unless it is prohibited by state or local health or safety codes;
- iii. That the assistance animal be required to wear a vest or other insignia that identifies it as an Assistance Animal; or
- iv. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal.

However, Oak Grove may deny an animal requested by an individual with a disability if it has a history of dangerous behavior or would cause substantial physical damage to property, based on an individualized assessment of the requested animal.

If it is not obvious that someone requesting an assistance animal is disabled, or that there is a disability-related need for the animal, we may request supporting documentation. In most cases, individuals need not disclose the specific nature of their disability. For more information regarding the verification process, please see our Reasonable Accommodation Policy and Request Verification Form.

We normally require that any cat or dog be housebroken and spayed or neutered before it is brought onto the property. However, if an applicant demonstrates a disability-related need for an assistance animal that is not yet housebroken or spayed or neutered, we may make an additional accommodation to allow the animal but will require that it be spayed or neutered and housebroken within six months or as soon as practicable based on the age of the animal. Additionally, if an applicant demonstrates a disability-related need for a particular cat or dog already owned by that individual, and the animal's veterinarian certifies that it cannot be spayed or neutered for health reasons, we will not require the animal to be spayed or neutered.

Animals must be on a leash or in a carrier when in public or common use areas, waste must be picked up and disposed of in a timely manner, and animals and units must meet minimal sanitary standards. Also, the animal's noise level must be controlled so that it does not interfere with other residents' right to quiet enjoyment of the premises. We may take appropriate enforcement measures for violations of these rules, up to, and including, lease termination for repeat offenses.

Although we do not charge a pet deposit or require pet insurance for an assistance animal, we may assess reasonable fees or fines for costs incurred from any property damage caused by an animal. We may require persons requesting an assistance animal to sign an agreement including reasonable rules and policies relating to assistance animals.

**ATTACHMENT F**  
**Certification of Receipt of Amended Policy**

I certify that I have received a copy of Oak Grove Realty Services amended reasonable accommodation policy, assistance animal policy, request form, and staff instructions (Attachments B-E of the Settlement Agreement executed by the parties in *United States of America v. Garden Grove, LLC, Oak Grove Capital, Inc. d/b/a/ Oak Grove Realty Services, Inc.*). I further certify that I have read these documents, I understand my obligations, and I will perform my duties to the best of my ability in accordance with the amended policies and the Fair Housing Act, 42 U.S.C. §§ 3601-3631.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)